

APPENDIX A

2005A DEFINED TERMS

“2005A Bond Indenture” means the Bond Indenture, dated as of May 1, 2005, by and between the Issuer and J.P. Morgan Trust Company, National Association, as Trustee, as amended or supplemented from time to time.

“2005A Bonds” means the California Infrastructure and Economic Development Bank Energy Efficiency Master Trust Revenue Bonds, Series 2005A, in the aggregate principal amount of \$36,955,000, issued, authenticated and delivered under and pursuant to the 2005A Bond Indenture.

“2005A Borrower” means a Borrower under a 2005A Program Loan Agreement.

“2005A Cash Flow Certificate” means an Officer’s Certificate of the Energy Commission (a) certifying that, for each period ending on each Bond Payment Date, commencing with the period in which such certificate is delivered, the sum of expected: (i) 2005A Program Loan Repayments (including amounts expected to remain on deposit in the 2005A Loan Repayment Account after a Bond Payment Date, to be applied to the payment of debt service on the immediately succeeding Bond Payment Date within the same Bond Year), (ii) earnings on amounts held in the 2005A Reserve Account, and (iii) amounts on deposit in the 2005A Surplus Repayments Account which are needed to satisfy the 110% coverage test for such period will be at least equal to 110% of the debt service payable on the 2005A Bonds and (b) stating that the 2005A Reserve Requirement for the 2005A Bonds has been satisfied. In determining expected Program Loan Repayments for purposes of such 2005A Cash Flow Certificate, payments for any pledged Program Loan in payment default at the time of calculation are to be disregarded. A form of 2005A Cash Flow Certificate is attached as Exhibit C to the 2005A Secured Loan Agreement and as Exhibit B to the 2005A Bond Indenture.

“2005A Collateral” means (i) all right, title and interest in and to the 2005A Program Loan Repayments and all other proceeds arising from the 2005A Program Loans, except for Energy Commission Retained Rights, (ii) all amounts held from time to time in the Loan Repayment Account, the Debt Service Account, the Reserve Account and the Surplus Repayments Account established under the 2005A Bond Indenture, and (iii) all amounts held under the Master Trust Agreement which are available for payment of the 2005A Bonds.

“2005A Continuing Disclosure Agreement” means the Continuing Disclosure Agreement executed and delivered in connection with the 2005A Bonds.

“2005A Owner” means any Owner of a 2005A Bond.

“2005A Program Loan Agreements” means all Program Loan Agreements evidencing the 2005A Program Loans, together with all extensions, renewals, modifications or replacements thereof, as permitted in the 2005A Secured Loan Agreement.

“2005A Program Loan Repayment” means a loan repayment under a 2005A Program Loan.

“2005A Program Loans” means the Program Loans made under the Program and described in Exhibit A to the 2005A Secured Loan Agreement, as such Exhibit A may be revised pursuant to the 2005A Secured Loan Agreement.

“2005A Reserve Requirement” means, initially, the amount of \$7,871,415 and thereafter, as of the date of calculation, an amount equal to the greater of (i) the maximum debt service on the 2005A Bonds payable in any Bond Year or (ii) 21.3% of the principal amount of the 2005A Bonds Outstanding.

“2005A Secured Loan Agreement” means the 2005A Secured Loan Agreement, dated as of May 1, 2005, by and between the Issuer and the Energy Commission, as amended or supplemented from time to time.

“Additional Payments” means any additional payments designated as such in Section 3.5 or a comparable section of the Secured Loan Agreement.

“Authority” means the California Consumer Power and Conservation Financing Authority, an authority and public instrumentality of the State of California, or any legally authorized assignee thereof (including but not limited to the California Infrastructure and Economic Development Bank) or any board, agency, authority, political subdivision, governmental unit, department or officer succeeding to the principal functions thereof, as such functions pertain to this Bond financing, or to whom the powers conferred upon the Authority shall be given by law.

“Bond” or **“Bonds”** means any bond or bonds or all the bonds, as the case may be, of the Issuer, in one or more series, relating to the Program, issued and secured pursuant to one or more Bond Indentures and secured under the Master Trust Agreement.

“Bond Counsel” means Sidley Austin Brown & Wood LLP, San Francisco, California, or other counsel selected by the Issuer and nationally recognized as experienced in matters relating to bonds issued by states and their political subdivisions, the interest on which is exempt from inclusion in gross income for federal income tax purposes.

“Bond Indenture,” with respect to each Series of Bonds, means the Bond Indenture or other similar document between the Issuer and a Trustee, pursuant to which a Series of Bonds is issued and delivered.

“Bond Issuance Certificate” means, with respect to a Series of Bonds, an Officer’s Certificate of the Energy Commission:

(A) certifying that, for each period ending on each Bond Payment Date (as defined in such certificate), commencing with the period in which such certificate is delivered, the sum of expected (i) Program Loan Repayments with respect to such Series of Bonds (including amounts expected to remain on deposit in the related Loan Repayment Account after a Bond Payment Date, to be applied to the payment of debt service on the immediately succeeding Bond Payment Date within the same Bond Year), ii) earnings on amounts held in the related Reserve Account, and iii) amounts on deposit in the related Surplus Repayments Account which are needed to

satisfy the 110% coverage test for such period will be at least equal to 110% of the debt service payable on such Series of Bonds;

(B) stating that the Reserve Requirement for such Series of Bonds is at least equal to maximum principal and interest due in any year for such Series of Bonds and that the Reserve Requirement will be satisfied at closing;

(C) stating that no event of default in the payment of principal and interest on the Bonds currently exists with respect to any Series of Bonds; and

(D) stating that, with regard to any pledged but not fully disbursed Program Loan amounts for such Series of Bonds, the Energy Commission has encumbered an amount sufficient to complete the funding of all such pledged Program Loans.

A form of Bond Issuance Certificate is attached as Exhibit B to the Master Trust Agreement and to the 2005A Secured Loan Agreement.

“Bond Payment Date” means March 1 and September 1 of each year, commencing on the date specified in the related Bond Indenture, unless these dates are changed pursuant to the Master Trust Agreement.

“Bond Payment Transfer Date” means the day that is three (3) Business Days prior to a Bond Payment Date.

“Bond Proceeds Account” means the account by that name established in the custody of a Trustee by a Bond Indenture.

“Bond Purchase Agreement” means the bond purchase agreement relating to any Series of Bonds between the Issuer, the Treasurer of the State as agent of sale, and the Original Purchaser of such Series of Bonds.

“Bond Year” means the 12 month period to and including March 1 of any year.

“Book-Entry System” means the book-entry system maintained by the Securities Depository described in the related Bond Indenture.

“Borrower” means any eligible school, hospital, public care institution, unit of local government or other person or entity eligible under the Program which has an executed Program Loan Agreement and whose participation in the Program does not adversely affect the exclusion from federal income tax of interest on the Bonds.

“Business Day” means a day other than (a) a Saturday, Sunday, State holiday or legal holiday, or (b) a day on which banks located in Ohio or Texas, or in any city in which the Principal Trust Office of the Trustee is located, are required or authorized by law to remain closed.

“Cash Flow Certificate” means, with respect to a Series of Bonds, an Officer’s Certificate of the Energy Commission (a) certifying that, for each period ending on each Bond

Payment Date, commencing with the period in which such certificate is delivered, the sum of expected: (i) Program Loan Repayments with respect to such Series of Bonds (including amounts expected to remain on deposit in the related Loan Repayment Account after a Bond Payment Date, to be applied to the payment of debt service on the immediately succeeding Bond Payment Date within the same Bond Year), (ii) earnings on amounts held in the related Reserve Account, and (iii) amounts on deposit in the related Surplus Repayments Account which are needed to satisfy the 110% coverage test for such period will be at least equal to 110% of the debt service payable on such Series of Bonds and (b) stating that the Reserve Requirement for such Series of Bonds has been satisfied. In determining expected Program Loan Repayments for purposes of such Cash Flow Certificate, payments for any pledged Program Loan in payment default at the time of calculation are to be disregarded.

“Collateral” means (a) Loan Repayments and all other amounts arising from the Program Loans (except for Energy Commission Retained Rights) and (b) funds and accounts pledged to the payment of a Secured Loan.

“Continuing Disclosure Agreement” means a Continuing Disclosure Agreement relating to a Series of Bonds, between the Energy Commission and the Dissemination Agent named therein, as amended from time to time in accordance with the provisions thereof.

“Cost of Issuance Account” means the Cost of Issuance Account created under a Bond Indenture.

“Costs of Issuance” means issuance costs, including but not limited to the following:

(a) Underwriter’s spread (whether realized directly or derived through purchase of the Bonds at a discount below the price at which they are expected to be sold to the public);

(b) Counsel fees (including bond counsel, underwriter’s counsel, Issuer’s counsel, Energy Commission’s Counsel and any other specialized counsel fees incurred in connection with the borrowing);

(c) Financial advisor fees of any financial advisor to the Issuer and financial advisor to the Energy Commission incurred in connection with the issuance of the Bonds;

(d) Rating agency fees;

(e) Trustee and paying agent fees;

(f) Accountant fees and other expenses related to issuance of the Bonds;

(g) Printing costs (for the Bonds and of the preliminary and final Official Statement relating to the Bonds); and

(h) Fees and expenses of the Issuer and the Energy Commission incurred in connection with the issuance of the Bonds.

“Date of Delivery” means the date any Series of Bonds are purchased and delivered to the Original Purchaser.

“Debt Service Account” means the account by that name established in the custody of the Trustee by a Bond Indenture.

“Debt Service Deficiency” means, as of the date of determination, and with respect to any Series of Bonds, the amount, if any by which the debt service then due or coming due on the next Bond Payment Date for such Bonds exceeds the amount on deposit in the Debt Service Account.

“Energy Commission” means the California Energy Resources Conservation and Development Commission, a commission of the State of California, or any board, agency, authority, political subdivision, governmental unit, department or officer succeeding to the principal functions thereof, as such functions pertain to this Bond financing, or to whom the powers conferred upon the Energy Commission by the Energy Conservation Assistance Act shall be given by law.

“Energy Commission Documents” means, with respect to any Series of Bonds, the Secured Loan Agreement, the Continuing Disclosure Agreement, and the Program Loan Agreements.

“Energy Commission Representative” means (a) the Chair or Vice Chair of the Energy Commission, or its Executive Director or Chief Deputy Director, (b) such other person or persons at the time designated to act on behalf of the Energy Commission in matters relating to the Master Trust Agreement and/or any Secured Loan Agreement as evidenced by a written certificate furnished by the Energy Commission to the Trustee, containing the specimen signature of such person or persons and signed on behalf of the Energy Commission by its Chair, Vice Chair, Executive Director or Chief Deputy Director or (c) any other duly authorized person of the Energy Commission whose authority to execute any particular instrument or take a particular action under the Master Trust Agreement and/or any Secured Loan Agreement shall be evidenced to the satisfaction of the Trustee or the Issuer, as applicable.

“Energy Commission Retained Rights” means (a) the right to obtain the release or modification of any Program Loan but only to the extent permitted by a Secured Loan Agreement, (b) Program Loan enforcement, and (c) the right to indemnification, opinions, reports and notices under the Master Trust Agreement, the related Bond Indenture or Secured Loan Agreement.

“Energy Conservation Assistance Account” or **“ECA Account”** means the account created pursuant to the Energy Conservation Assistance Act for the purpose of providing grants and loans for energy efficiency projects in accordance with the Energy Conservation Assistance Act.

“Energy Conservation Assistance Act” means the Energy Conservation Assistance Act of 1979, California Public Resource Code Division 15, Chapter 5.2 (Sections 25410-25421), as amended from time to time.

“Government Obligations” means the following:

(a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations on which the full and timely payment of the principal and interest is unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

“Infrastructure Bank Act” means the Bergeson-Peace Infrastructure and Economic Development Bank Act, constituting Division 1 of Title 6.7 (commencing at Section 63000) of the California Government Code, as now in effect and as it may from time to time hereafter be amended and supplemented.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Issuer” means, prior to October 25, 2004, the California Consumer Power and Conservation Financing Authority, and on and after October 25, 2004, the California Infrastructure and Economic Development Bank, a public instrumentality of the State of California, or any successor or assignee.

“Issuer Documents” means, with respect to any Series of Bonds, the Secured Loan Agreement and the Bond Indenture, together with the Master Trust Agreement.

“Issuer Priority Administrative Expenses” means, with respect to any Series of Bonds, amounts payable in the event the Issuer employs attorneys or incurs other fees, including reasonable counsel fees, charges or expenses for the collection of required payments or the enforcement of the related Bond Indenture or Secured Loan Agreement or the enforcement of the Master Trust Agreement, as well as the costs to indemnify (to the extent permitted by law) and hold harmless the Issuer and its respective members, directors, officers, employees, and agents from and against all such costs, expenses and charges, provided that such costs of enforcement shall be payable solely from pledged Collateral for the applicable Series of Bonds.

“Issuer Representative” means (a) the Executive Director of the Chair of the Issuer or the Chair’s Designee, or (b) such other person or persons at the time designated to act on behalf of the Chair or Executive Director of the Issuer in matters relating to the Energy Commission and the Master Trust Agreement and/or any Bond Indenture as evidenced by a written certificate furnished by the Issuer to the Trustee, containing the specimen signature of such person or persons and signed on behalf of the Issuer by its Chair or its Executive Director.

“Issuer Retained Rights” means (a) the right to receive any fees and expenses owed to the Issuer, (b) the right of the Issuer to indemnification, (c) the right of the Issuer to receive notices and opinions, (d) the right of the Issuer under opinions, the Master Trust Agreement, the related Bond Indenture or Secured Loan Agreement, and (e) the Issuer’s nonexclusive right to enforce the provisions of the Tax Agreement, provided that the Issuer shall retain the exclusive right, as the taxpayer pursuant to the Internal Revenue Service Form 8038-G, which shall be completed by or on behalf of the Issuer in connection with the issuance of the 2005A Bonds, to communicate with the Internal Revenue Service in any investigation concerning the 2005A Bonds by the Internal Revenue Service.

“Loan Repayment Account” means the Loan Repayment Account by that name established in the custody of the Trustee by a Bond Indenture.

“Local Jurisdiction Energy Assistance Account” means the account created pursuant to the Local Jurisdiction Energy Assistance Law for the purpose of providing loans to local jurisdictions for energy efficiency projects in accordance with the Local Jurisdiction Energy Assistance Legislation.

“Local Jurisdiction Energy Assistance Law” means California Public Resources Code Division 15, Chapter 5.4 (Sections 25440-25449.4), as amended from time to time.

“Master Administrative Expense and Surplus Account” means the account by that name established in the custody of the Trustee by the Master Trust Agreement.

“Master Reserve Account” means the account by that name established in the custody of the Trustee by the Master Trust Agreement.

“Master Trust Agreement” means the Amended and Restated Master Trust Agreement, dated April 27, 2005 by and between the Issuer and J.P. Morgan Trust Company, National Association, as successor Trustee, as may be amended from time to time, and which provides additional security for any issue or series of Bonds pursuant to a Series Certificate executed by an Issuer Representative and an Energy Commission Representative.

“Material Participant” means an entity that, at the time of calculation, is an obligor on Program Loans constituting more than 10% of the aggregate principal amount of all Program Loans pledged to any Series of Bonds.

“Officer’s Certificate” means a written certificate of the Issuer signed by an Issuer Representative, or of the Energy Commission, signed by an Energy Commission Representative, or of any Borrower signed by an authorized Borrower representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Issuer, the Energy Commission or any Borrower, respectively, with respect to matters set forth therein, and which certificate in each instance, including the scope, form, substance and other aspects thereof, is acceptable to the Trustee.

“Official Statement” means the offering document used in connection with any Series of Bonds.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel addressed to the Issuer and the Trustee, as applicable.

“Opinion of Counsel” means a written opinion of any legal counsel having expertise in the matters covered in such opinion and acceptable to the Issuer and the Trustee, and who may be an employee of or counsel to the Issuer or the Trustee.

“Original Purchaser” means, with respect to any Series of Bonds, the original purchaser or representative of the original purchasers of the Bonds under the related Bond Purchase Agreement.

“Outstanding” means when used with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under the Bond Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in the Bond Indenture;

(b) Bonds for whose payment or redemption money or Government Obligations in the necessary amount has been deposited with the Trustee in trust for the Owners of such Bonds as provided in the Bond Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Bond Indenture or provision therefor satisfactory to the Trustee has been made;

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Bond Indenture; and

(d) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in the Bond Indenture.

“Owner” means, with respect to a Series of Bonds, any bondholder, holder or beneficial owner of any Outstanding Bond as provided in the related Bond Indenture.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at the time of such reference.

“Permitted Investments” means any of the following, if and to the extent the same are at the time legal for investment of funds held under the Master Trust Agreement and any Bond Indenture, or any other investments permitted by law:

(a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.

(c) Bonds and notes of the State, or those for which the faith and credit of the State are pledged for the payment of principal and interest, provided that the ratings of such bonds and notes of the State are rated within the top three rating categories, ignoring modifiers, by S&P, Moody's and Fitch, if rated by Fitch.

(d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, State water district, State water storage district, irrigation district in the state, municipal utility district, or school district of the State, provided that the ratings of such bonds or warrants are rated within the top three rating categories, ignoring modifiers, by S&P, Moody's and Fitch, if rated by Fitch.

(e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended, in debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended, in bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, in stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended, and in the bonds of any federal home loan bank established under that act, obligations of the Federal Home Loan Mortgage Corporation, in bonds, notes, and other obligations issued by the Tennessee Valley Authority under the Tennessee Valley Authority Act as amended, and bonds, notes, and other obligations guaranteed by the Commodity Credit Corporation for the export of California agricultural products under the Commodity Credit Corporation Charter Act as amended.

(f) Commercial paper which at the time of investment is "prime" quality as defined by a nationally recognized organization that rates these securities. Eligible paper is further limited to issuing corporations or trusts approved by the State of California Pooled Money Investment Board that meet the conditions in either subparagraph (A) or subparagraph (B):

(A) Both of the following:

(i) Organized and operating within the United States.

(ii) Having total assets in excess of five hundred million dollars (\$500,000,000).

(B) Both of the following:

(i) Organized within the United States as a special purpose corporation or trust.

(ii) Having program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.

Purchases of eligible commercial paper may not exceed 180 days' maturity, represent more than 10 percent of the outstanding paper of an issuing corporation or trust, nor

exceed 30 percent of the resources of an investment program. At the request of the State of California Pooled Money Investment Board, the investment shall be secured by the Issuer by depositing with the State Treasurer securities authorized by California Government Code Section 53651 having a market value at least 10 percent in excess of the amount of the state's investment.

(g) Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.

(h) Negotiable certificates of deposits issued by a federally or state-chartered bank or savings and loan association, a state-licensed branch of a foreign bank, or a federally or state-chartered credit union, which may include the Trustee and its affiliates. For the purposes of this definition, negotiable certificates of deposits do not come within the provisions of Chapter 4 (commencing with Section 16500) and Chapter 4.5 (commencing with Section 16600) of the California Government Code.

(i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.

(j) Bank loans and obligations guaranteed by the Export-Import Bank of the United States.

(k) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. Sec. 1001 and following) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. Sec. 1087-2).

(l) Obligations issued, assumed, or guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the International Finance Corporation, or the Government Development Bank of Puerto Rico.

(m) Bonds, debentures, and notes issued by corporations organized and operating within the United States. Securities eligible for investment under this subdivision (m) shall be within the top three ratings of a nationally recognized rating service.

(n) The California State Surplus Money Investment Fund established pursuant to California Government Code Section 16470, as amended from time to time.

(o) Repurchase agreements with entities rated in top three rating categories, ignoring modifiers, by S&P, Moody's and Fitch, if rated by Fitch.

(p) Investments or other contractual arrangements with corporations, financial institutions or national associations within the United States, provided that the senior long-term debt of such corporations, institutions or associations or any guarantor of the debt of such corporations, institutions, or associations ("providers"), is rated within the top two rating

categories, ignoring modifiers, by S&P, Moody's and Fitch, if rated by Fitch; or such investments or other contractual arrangements are collateralized by Permitted Investments of the type and in the amounts consistent with maintaining the then-current ratings on the 2005A Bonds by each of the Rating Agencies, but in all events the senior long-term debt of such providers shall be rated in the top three rating categories, ignoring modifiers, by S&P, Moody's and Fitch, if rated by Fitch.

(q) Forward purchase agreements providing for the purchase of obligations described in (a) through (d) above with corporations, financial institutions or national associations within the United States rated in the top three rating categories, ignoring modifiers, by S&P, Moody's and Fitch, if rated by Fitch.

(r) Money market funds, including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee or such holding company provide investment advisory or other management services for which it may receive a fee, rated in the top three rating categories, ignoring modifiers, by S&P, Moody's and Fitch, if rated by Fitch.

"Person" means any natural person, firm, association, corporation, partnership, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Principal Trust Office" means the principal office of the Trustee, which is currently located in San Francisco, California except that, with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

"Priority Administrative Expenses" means, with respect to any Series of Bonds, all Trustee Priority Administrative Expenses and all Issuer Priority Administrative Expenses.

"Program" means the energy efficiency loan program established and administered by the Energy Commission to make funds available to Borrowers for Projects pursuant to the Energy Conservation Assistance Act or the Local Jurisdiction Energy Assistance Law, as applicable.

"Program Loan or Program Loans" means any loan or loans made by the Energy Commission to Borrowers under the Program in accordance with a Program Loan Agreement with each Borrower.

"Program Loan Agreement" means any agreement evidencing a Program Loan or Program Loans, made by the Energy Commission to any Borrower, together with all extensions, renewals, modifications or replacements thereof.

"Program Loan Repayment" means each semi-annual amount to be paid by a Borrower in repayment of a Program Loan pursuant to its respective Program Loan Agreement.

“Project” or **“Projects”** means any energy conservation measures which are eligible for funding under the Energy Conservation Assistance Act or Local Jurisdiction Energy Assistance Law, as applicable.

“Rating Agency” means any nationally recognized rating agency providing a rating on any Series of Bonds.

“Rebate Account” means any account established pursuant to a Bond Indenture or a Secured Loan Agreement with respect to rebate payments required to be rebated to the U.S. Government under Section 148(f) of the Internal Revenue Code.

“Record Date” means the fifteenth day (whether or not a Business Day) of the calendar month preceding the date on which an interest payment on a Series of Bonds is to be made, whether or not such day is a Business Day.

“Reserve Account” means the account by that name established in the custody of the Trustee by a Bond Indenture.

“Reserve Deficiency” means, as of the date of determination, and with respect to any Series of Bonds, the amount, if any, by which the Reserve Requirement for such Bonds exceeds the amount on deposit in the Reserve Account for such Bonds.

“Reserve Requirement,” means the requirement so established under any Bond Indenture with respect to any Reserve Account for any Series of Bonds.

“Secured Loan” means a loan made by the Issuer to the Energy Commission under a Secured Loan Agreement.

“Secured Loan Agreement” means a Secured Loan Agreement between the Issuer and the Energy Commission relating to repayment of a Series of Bonds, as amended and supplemented from time to time.

“Secured Loan Repayment” means any payment of a Secured Loan required to be made pursuant to the terms of a Secured Loan Agreement.

“Securities Depository” means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or other securities depository under a Book-Entry System described in a Bond Indenture.

“Series Certificate” means with respect to any Series of Bonds, a certificate, in substantially the form attached as Exhibit A to the Master Trust Agreement, delivered by an Issuer Representative and an Energy Commission Representative stating that such Series of Bonds is entitled to the benefits of the Master Trust Agreement.

“Series of Bonds” or **“Bonds of a Series”** or words of similar meaning means the Series of Bonds authorized by a Bond Indenture and secured under the Master Trust Agreement.

“State” means the State of California.

“State Treasurer” means the Treasurer of the State of California.

“Subordinate Administrative Expenses” means:

(a) *Issuer Fees and Costs.* The reasonable fees and costs incurred by the Issuer, including but not limited to Issuer staff costs and costs of the State Attorney General and any other attorney or consultant representing the Issuer in connection with the Master Trust Agreement, any applicable Secured Loan Agreement, Bond Indenture, Tax Agreement or Series of Bonds, including any and all expenses incurred in connection with the authorization, issuance, sale and delivery of any such Bonds, or in connection with any litigation or other proceeding (other than costs of litigation to enforce the bond financing documents as described in the definition of “Issuer Priority Administrative Expenses” above) which may at any time be instituted involving the Master Trust Agreement, any applicable Secured Loan Agreement, Bond Indenture, Tax Agreement or Series of Bonds, or any of the other documents contemplated thereby, or in connection with the inspection of the Energy Commission’s books, records, accounts or other information related to the Program Loans or otherwise in connection with the administration of any applicable Secured Loan Agreement; and

(b) *Energy Commission Fees and Costs.* All reasonable administrative and legal fees and costs of the Energy Commission incurred in connection with the administration and compliance with a Secured Loan Agreement, Bond Indenture, Master Trust Agreement, Bonds and Program Loans, including without limitation, fees and costs of rebate analysts and fees and costs related to books, records and audits of transactions relating to Program Loans and any amounts required to implement the Program, to enforce the Program Loans (including all pledged Collateral) and take all appropriate actions to secure payments thereunder, and to make new Program Loans from the ECA Account with Bond proceeds.

“Supplemental Bond Indenture” means any indenture supplemental or amendatory to a Bond Indenture entered into by the Issuer and the Trustee delivered in accordance with the provisions of a Bond Indenture.

“Supplemental Master Trust Agreement” means any trust agreement supplementary to or amendatory of the Master Trust Agreement duly executed and delivered in accordance with the provisions of the Master Trust Agreement.

“Surplus Repayments Account” means the account by that name established in the custody of the Trustee by a Bond Indenture.

“Tax Agreement” means the Tax Certificate and Agreement relating to the any Series of Bonds, between the Issuer and the Energy Commission.

“Trust Estate” means the trust estate described in the granting clauses of a Bond Indenture.

“Trustee” means J.P. Morgan Trust Company, National Association, as successor trustee under the Master Trust Agreement and as trustee under any Bond Indenture, or its assign or successor appointed pursuant to the Master Trust Agreement or the applicable Bond Indenture.

“Trustee Priority Administrative Expenses” means, with respect to any Series of Bonds:

- (a) *Trustee Fees and Trustee’s Professional Fees.* All reasonable fees, charges and expenses of the Trustee and any authenticating agents, paying agents, registrars, dissemination agents, counsel, accountants, or other Persons employed by the Trustee under the related Bond Indenture or attributable to the related Series of Bonds under the Master Trust Agreement;
- (b) *Costs of Enforcement.* Amounts payable in the event the Trustee employs attorneys or incurs other fees, including reasonable counsel fees, charges or expenses for the collection of required payments or the enforcement of the related Bond Indenture or Secured Loan Agreement or the Master Trust Agreement, provided that such costs of enforcement shall be payable solely from pledged Collateral for the applicable Series of Bonds;
- (c) *Indemnification of Trustee, Bond Registrar and Paying Agent.* Amounts payable (to the extent permitted by law and solely from pledged Collateral for the applicable Series of Bonds) with regard to indemnifying the Trustee, the Bond Registrar and any Paying Agent and their respective officers, directors, members, employees, attorneys and agents for, and to hold them harmless against, any loss, liability or expense including legal fees and expenses incurred without negligence or willful default on their part arising out of or in connection with the acceptance or administration of the trusts imposed by the related Bond Indenture or Secured Loan Agreement or the Master Trust Agreement, including performance of their duties, including the costs and expenses of defending themselves against any claims or liability in connection with the exercise or performance of any of their powers or duties thereunder; and
- (d) *Advances By Trustee.* The amount of all advances of funds made by the Trustee under the provisions of the related Bond Indenture, with interest thereon at the prime rate announced from time to time by the Trustee.